Copies of Deeds
to the
City of Boston
of land for the
Back Bay Park

No 2

J. L. FAIRBANKS & Co., Stationers, 288 Washington Street, Boston.

Aspinwall
— to —
City of
Boston

L. 1426
F. 244

Know all Men by these Presents.
That I William Aspinwall of Brookline in the County of Norfolk and Commonwealth of Mass. Esquire in consideration of $5727.40 paid by the City of Boston the receipt whereof is hereby acknowledged do hereby give grant bargain sell and convey to the said City of Boston and its assigns forever for the purpose of a Public Park all that land marsh and flats lying within the exterior lines of the Public Park in the Back Bay so called in said Boston laid out by the Park Commissioners of said City as shown on plans drawn by Thomas Doane and deposited in the office of said Commis. and bounded and described as appears on a plan of Fuller and Whitney Civil Engineers, dated May 14 1878. and annexed hereto Beginning at the northeasterly corner of the granted premises at a point where the northerly line of a proposed new street bounding said Park intersects the boundary between my land and land now or formerly of the B. W. P. Co. and running westerly by said northerly line on a curve of 373.50 feet radius 257.05 feet: thence westerly by said northerly line 244.13 feet to a point in the flats claimed by me

and also by the B. W. P. Co.: thence by said flats so claimed by six lines running southerly respectively 53.94 feet, 57.03 feet, 64.4 feet, 50.71 feet 94.75 feet and 3.92 feet to a point in the boundary line between my land and other land now or formerly of said Company. thence running north easterly by the boundary last aforesaid on two lines the first being 158.23 feet and the second 620.68 feet to a point in the boundary first mentioned herein as being between my land and lands now or formerly of said Company. thence running north westerly by said first mentioned boundary 78.81 feet to the point of beginning.
And for the above named consideration I do hereby for myself and my heirs executors administrators and assigns covenant and agree with the said City of Boston that I will not and they shall not make or have any claim or demand against said City for damages costs expenses or compensation for on account of or in any way growing out of the locating and laying out of said parcel of land as part of a Public Park and establishing the grade of said Park at a grade not exceeding on the outside limit or boundary thereof 20 feet above mean low water mark if said City shall so locate and lay out and grade said Park

but this conveyance is made upon the stipulation and agreement to which said City shall be held to assent by accepting this deed that said City shall determine and establish the grade of the outside limit or boundary of said Park before any permanent building or structure shall be erected on the line of my land adjoining the same. And for the above named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling where required for grading said Park to the grade to be established as aforesaid upon my land adjoining said park and do also hereby for myself and my heirs executors administrators and assigns covenant and agree with the said City of Boston: that I will not and they shall not make or have any claim against said City for damages by reason of its omission to build or maintain a retaining wall or bulkhead to support said filling and further that I will not and they shall not remove or permit to be removed by any person or party other than the said City of Boston any portion of the filling placed or slaped upon my land adjoining said Park in grading the same as aforesaid until a

retaining wall or bulkhead to support said filling shall be built upon the line of my said adjoining land. And I agree to sell and convey to said City by a good and sufficient Warranty deed free from all encumbrance at the rate of ten cents per square foot any land which may be found to belong to me adjoining the six lines above described as dividing the land herein conveyed from flats claimed by me and by said Company whenever and as soon as the ownership of said flats shall be determined. The premises hereby conveyed are part of the march devised to me by Augustus Aspinwall by his Will proved in Norfolk August 19 1865 and set off to me in severalty by a partition filed in the Registry of Probate for Norfolk County and recorded with Suffolk Deeds Lib 1871 fol 95. To Have and To Hold.

Brooks
— to —
City of
Boston.

Lib. 1420.
Fol 245

Know all Men by these Presents.
That I George Brooks of Brookline in the County of Norfolk, merchant in consideration of $14,509 paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said City of Boston its successors and assigns forever, for a public Park, a certain parcel of marsh and flats situate in that part of said Boston formerly part of the town of Brookline and bounded north-easterly by marsh and flats now or formerly of the ~~City of~~ Boston Water Power Company there measuring 366.66 feet on two straight lines, north-westerly on marsh and flats of said Company, and owners unknown, there measuring 657.74 feet on a line nearly straight southerly and south-easterly by an irregular line 687.75 feet on other land or flats claimed by the grantor which he is informed is also claimed by the said W. P. Co. The granted premises are shown on a plan made by Fuller and Whitney dated April 12th 1878 and contains according to said plan, 145,090 square feet be the same more or less. And for my title to the same reference may be made to deed to me from Adam Lodge, dated January 17 1876 recorded with Suffolk Deeds Lib. 1311. Fol 124

Also to my deed from the said City of Boston dated July 3d 1876 recorded Lib 1333 fol 244 And I do for myself my heirs, executors and administrators and assigns covenant and agree with said City its successors and assigns to make no claim upon said City or its successor or assigns for damages costs or expenses growing out of the taking and laying out of the described premises for the purpose of a Public Park and of establishing the grade of said lands at a grade not exceeding on the outside limits or boundary of said Park the height of 20 feet above mean low water mark if said City shall so take and lay out and grade the same but this release is made upon the stipulation and agreement that said City shall establish the grade aforesaid before any permanent building or structure shall be built upon such land as I may now own adjoining the proposed Public Park aforesaid And I further for myself my heirs, executors and administrators and assigns covenant and agree with said City of Boston that I will not and they shall not make or have any claim against said City of Boston for damages in consequence of the omission by said City to build or maintain a retaining-wall or bulk-head to support such filling and further that I will not and they shall not remove or

permit to be removed by any other person than the said City any portion of the filling placed or slaped upon such land as I may now own adjoining the described premises in grading said Park as aforesaid until a retaining-wall or bulkhead to support said filling shall be built upon the line of said adjoining lands. To Have and To Hold. the granted premises with all the privileges and appurtenances thereto belonging, to the said City, its successors and assigns to their own use and behoof forever. And I do hereby for myself and my heirs, executors and administrators covenant with the said grantee and its successors and assigns that the granted premises are free from all incumbrances: made or suffered by me, and that I will and my heirs executors and administrators shall warrant and defend the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other.

And for the consideration aforesaid I Eliza B. Brooks wife of said George do hereby release unto the grantee and its successors and assigns all right of or to both dower and homestead in the granted premises.

In witness whereof we the said George Brooks and Eliza C. Brooks hereunto set our hands and seals this second day of May 1878 George Brooks and Eliza C. Brooks and each a seal. Signed and sealed in presence of George K. Brooks. The word "claim" the words "and assigns" in three places and 17 words between the 22d & 23d lines on the first page being interlined and 8 words in the last line but one on the 2d page being erased before signing George K. Brooks

Commonwealth of Mass. Norfolk ss. May 2d. 1878. Then personally appeared the above named George Brooks and Eliza C. Brooks and acknowledged the foregoing instrument to be their free act and deed; before me Geo. Griggs Justice of the Peace

— May 24 1878. at 2 o'clock P. M. Rec'd. Entred & Exa

Attest Thos F. Temple Reg.

Ward
— to —
City of
Boston.

Lib 1421
Fol 74

Know all Men by these Presents.
That I Francis J. Ward of Boston in the County of Suffolk and Commonwealth of Mass. in consideration of $5,947.50 to me paid by the City of Boston the receipt whereof is hereby acknowledged do hereby give, grant, bargain sell and convey unto the said City of Boston for the purpose of a Public Park & the approaches thereto a certain parcel of land situated in that part of Boston formerly called Roxbury and bounded and described as follows viz:- beginning at a point on the boundary line between the land hereby conveyed and land of Abraham Folsom at a stake and thence running northeasterly and bounded northwesterly by land of said Folsom 485.81 feet to the ancient thread of Great Creek so called; thence turning and running southeasterly and bounded northeasterly by the ancient thread of said Great Creek 183.69 feet thence turning and running Southwesterly and bounded southeasterly by other land of mine 256.70 feet to a stake thence turning and running Southwesterly but more Westerly and bounded Southwesterly by other land of mine 250.23 feet to the point of beginning containing 59,475 sq. feet and according to a plan made by Fuller and Whitney

dated April 16th 1878 and to be recorded herewith
being part of the Faxon lot so called which
was devised to me by my late Father
Ward by his last will and testament, proved
allowed and recorded with Norfolk Probate Records
Vol 100 p. 157 and for the above named consider-
ation I do hereby for myself my heirs, executors,
administrators, and assigns covenant and agree
to make no claim or demand whatever upon said
City of Boston for damages costs expences or
compensation for, on account of, or growing out
of, the locating and laying out of said parcel of
land for a Public Park and approaches thereto
and also growing out of grading the same as
said City may determine not exceeding on the
outside limit or boundary of said Public Park and
approaches thereto 20 feet above mean low water mark
if said City shall so locate and lay out and
grade the same, but such grade shall be
determined by said City before any permanent
building shall be erected upon my land adjoining
said outside limit or boundary. And for the above
named consideration do also hereby give and grant
unto said City the right to slope or bank to filling
where required for grading said Public Park &
the approaches thereto upon my land adjoining ~~land~~
said outside limit or boundary: And do also hereby
for myself and my heirs, executors administrators

and assigns covenant and agree with the said City of Boston that I will not and they shall not make or have any claim against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling and further that I will not and they shall not remove or permit ~~to be removed~~ any person or party other than the said City to remove any portion of the filling placed or deposited upon my land adjoining said Public Park, and the approaches thereto in grading the same as aforesaid until a retaining wall or bulkhead to support such filling shall be built upon the line of my said land adjoining said Public Park and the approaches thereto. To Have and To Hold the above granted premises, with all the privileges and appurtenances thereto belonging to the said City of Boston its successors and assigns to their use and behoof forever. And I the said grantor for myself and my heirs executors and administrators do covenant with the said grantee and its successors and assigns that I am lawfully seized in fee-simple of the afore granted premises; that they are free from all incumbrances, that I have good right to sell and convey

the same to the said grantee and its successors and assigns forever as aforesaid and that I will and my heirs, executors and administrators shall warrant and defend the same to the said grantee and its successors and assigns forever against the lawful claim and demands of all persons. In Witness Whereof We the said Francis J. Ward and Ann Jane Ward, wife of said Francis J in token of her release of all right and title of in to both dower and homestead in the granted premises, have hereunto set our hands and seals this first day of May ~~in the~~ 1878.
Francis Jackson Ward Ann Jane Ward and each a seal. Signed sealed and delivered in presence of Ruth M Fetton to F. J. W. Ruth F. Ward to A. J. W. Suffolk ss. Boston May 1st 1878
Then personally appeared the within named Francis J. Ward and acknowledged the foregoing instrument to be his free act and deed, before me J. W. Keith Justice of the Peace — May 29 1878 at 12,14 o'clock P. M. Recd Entered & Examd.
Attest Thos H. Temple Reg.

Ambrose et al
— to —
City of
Boston
Lib. 1418
Fol. 274

Know all Men by these Presents.
That we Austin S. Ambrose and Horace Billings both of Boston in the County of Suffolk and Commonwealth of Mass. in consideration of $2314.11 to us paid by the City of Boston the receipt whereof is hereby acknowledged, do hereby remise release and forever quitclaim to the said City of Boston and its assigns forever, for the purpose of a Public Park a certain parcel of land situated in that part of said Boston formerly a part of the town of Brookline and bounded northwesterly by other land of ours 29.46 feet; North by the same by the northerly line of the proposed extension of Boylston St. 134.61 feet; West by the same 204.98 feet Northwest again by the same by a concave curved line, with a radius of ~~one~~ 128.00 feet 201.85 feet. North again by the same, 21.50 feet. West again by the same 48.38 feet all these lines forming a part of the outside limit or boundary of the proposed Public Park of said City sometimes called the Back Bay Park Southeast by land now or formerly of the B. W. P. Co. on three lines 20.04 feet 80.54 feet & 87.23 feet. respectively the same forming part of the thread of a creek East by the same land, 97.87 feet and southeast again by the same land on four lines 83. feet 55 feet 65 feet & 58.34 feet respectively,

containing 23,141 square feet more or less being a part of the flats running part of a parcel of land conveyed to us by Paul West by deed dated April 22 1875 and recorded with Suffolk deeds Libro 1266 Folio 42 and which was originally conveyed to us by Augustine Shurtleff by deed dated Feb. 15 1871 and recorded as aforesaid Libro 1039 Folio 30. And for the above named consideration we do hereby for ourselves and our respective heirs executors administrators and assigns severally covenant and agree with the said City of Boston that we will not and they shall not make or have any ~~expenses or compensations~~ claim or demand against said City for damages costs expenses or compensations for on account of or in any way growing out of the locating and laying out of said parcel of land as part of a Public Park and establishing the grade of said Park, at a grade not exceeding on the outside limit or boundary thereof 20 feet above mean low water mark, if said City shall relocate and lay out and grade said park but this conveyance is made upon the stipulation and agreement to which said City shall be held to assent by accepting this deed that said City shall determine and establish the grade of the outside limit or boundary of said Park before any permanent building or structure shall be erected

on the line of our land adjoining the same
And for the above named consideration
we do also hereby give and grant unto the said
City of Boston the right to slope or bank the
filling where required for grading said Park
to the grade to be established as aforesaid
upon our land adjoining said Park and
do also hereby for ourselves and our respective
heirs executors administrators and assigns
severally covenant and agree with the said
City of Boston that we will not and they
shall not make or have any claim against
said City for damages by reason of its omis-
sion to build or maintain a retaining wall
or bulkhead to support said filling; and
further that we will not and they shall not
remove or permit to be removed by any
person or party other than said City any
portion of said filling placed or sloped upon
our land adjoining said Park in grading
the same as aforesaid until a retaining wall
or bulkhead to support said filling shall
be built upon the line of our said adjoining
land. To Have and To Hold the above
released premises with all the privileges &
appurtenances to the same belonging to the
said City of Boston its successors and
assigns to its and their use and behoof

forever And we the said Justin S. Ambrose and Horace Billings for ourselves and our heirs executors and administrators do covenant with the said city of Boston and its assigns that the premises are free from all incumbrances made or suffered by us and that we will and our heirs executors and administrators shall warrant and defend the same to the said city of Boston and its assigns forever against the lawful claims and demands of all persons claiming by through or under but against none other. And for the consideration aforesaid we Julia A. Ambrose wife of the said Justin S. and Sarah A. Billings wife of the said Horace do hereby release unto the said city of Boston and its successors and assigns all right of dower and of homestead exemption in the released premises In Witness Whereof we the said Justin S. Ambrose Julia A. Ambrose Horace Billings and Sarah A. Billings have hereunto set our hands and seals this third day of May ~~in the year~~ 1878. J. S. A., H. B., J. A. A., S. A. B., and each a seal Signed Sealed and delivered in presence of (five printed words struck out before signing) M. T. Gardner R. B. Moore. Witness to J. A. A., J. T. Brewer. Witness to S. A. B. Ellen A. Billings Commonwealth of Mass Suffolk ss. May 3d 1878 Then personally appeared the above named J. S. A. & H. B. and acknowledged the

foregoing instrument to be their free act & deed before me Moses F. Gardner Justice of the Peace —— May 8 1878 at 12.15 o'clock P.M. Recd Entered & Examd.

Attest Thos. F. Temple Reg.

Trs of Eliot School —to— City of Bo.

Lib 1426, Fol 167.

Know all Men by these Presents.

That the Trustees of Eliot School, a Corporation duly established by law in that part of Boston in the County of Suffolk and Commonwealth of Mass formerly West Roxbury for consideration of $108,124.40 to it paid by the City of Boston a municipal Corporation duly established by law in said County of Suffolk the receipt whereof is hereby acknowledged do hereby give grant bargain sell and convey unto the said City of Boston its successors and assigns forever a certain parcel of land situated within the limits of the proposed Back Bay Park so called in said Boston being a part of the Island marsh so called containing 108,124 square feet according to a plan made by Fuller & Whitney Surveyors dated May 13, 1878, additions in red June 11, 1878 herewith to be recorded and to which reference is hereby made

and bounded and described according to said plan as follows North Easterly by the line of low water on the 14 day of November 1873 as shown on said plan in the "Great Creek" now called Mudy River being an irregular line 566.43 feet Northwesterly by the thread of a creek being an irregular line 199.28 feet. Southwesterly by land now or formerly of the Boston W. P. Co. 505.93 feet Southerly by the thread of a creek as shown in red on said plan being an irregular line 106.04 feet and Southeasterly by other land of the grantor being the outside limit of said Park by a partly curving line 257.72 feet And the grantor doth hereby release said City from all claims and demands for damages which may hereafter accrue in consequence of the locating and laying out of said parcel of land as a Public Park and also of grading the same to such grade as the City may determine not exceeding on the outside limit or boundary of said Park 20 feet above mean low water, in case the City shall so lay out and shall determine so to grade the same And the grantor doth also give and grant to said City the right to slope or bank the filling where required for said grading, upon other land of the grantor adjoining said outside limit or

boundary and agrees that it will not and its successors and assigns shall not make or have any claim against said City for damages in consequence of its omission to build or maintain a retaining wall or bulkhead to support such filling and said grantor doth hereby covenant and agree for itself and its successors and assigns not to remove or permit to any person or party other than said City to remove any portion of the filling placed or sloped upon its land adjoining said Park in grading the same as aforesaid until a retaining wall or bulkhead to support said filling shall be built upon the line of its adjoining land But this conveyance is made with the understanding that said grantor shall not be responsible for any acts of its grantees or their heirs or assigns in violation of the covenants and agreements herein contained Being a part of the same premises conveyed to said School by Edward Morris Senior by deed dated Oct. 27 1687. To Have and to Hold the above granted premises with the rights easements and appurtenances thereto belonging to the said City of Boston its

successors and assigns to their use and behoof forever And the grantor for itself and its successors ~~and assigns~~ doth covenant with the grantee its successors and assigns that it is lawfully seized in fee simple of the granted premises: that they are free from all incumbrances except the taxes for the current year which the grantee assumes and agrees to pay that it has good right to sell and convey the same to the grantee its successors and assigns forever against the lawful claims and demands of all persons except as aforesaid. In Witness Whereof the said Trustees of Elliot School hath caused its corporate seal to be hereto affixed and these presents to be signed acknowledged and delivered in its name and behalf by Thomas W. Seavens its Treasurer hereto duly authorized and approved by M. L. Ross the chairman of said Trustees this 18 day of July 1878 Trustees of Eliot School by Thomas W. Seavens Treasurer. Approved by M. L. Ross Chairman of Trustees of Eliot School and the corporate seal. Approved by Thos W. Seavens, Francis V. Balch, Wm E. James, Chas Brewer, John M. Ordway, Mo. L. Ross, Joseph H. Curtis Trustees of Eliot School Signed sealed and delivered

in presence of James Hewins to J. W. S.
Treas. Mary R. Seavens Commonwealth of
Mass. Suffolk ss. Boston July 18 1878
then personally appeared the above named
J. W. S. Jun. and acknowledged the above
instrument to be the free act and deed of
the Trustees of Eliot School. Before me
James Hewins Justice of the Peace
Jan. 12 1878 Annual Meeting 1878

The Trustees met at the house
of Charles Brewer Esq. at 8 o'clock P.M.
All were present
The following Officers were elected for
this year.

M. D. Ross Chairman
John M Ordway Secretary
Thomas W. Seavens Treasurer
Charles Brewer }
William E. James } Auditors

It was voted that the meetings be held
hereafter the first Saturday of each month

Adjourned

John M Ordway Secty.

The foregoing is a true copy from the second
book of the Trustees of Eliot School
May 4th 1878 John M Ordway Secty.
Sept 28 1878

The Trustees met at the house of

Capt. Charles Brewer at 7.30 P. M.

Present Messrs Ross, Brewer, Seavens, Balch, James, and Ordway.

It was Voted — That Messrs Seavens and Ross be empowered to sell the marsh land It was Voted — That Thomas W. Seavens the Treasurer be and hereby is authorized to sign seal acknowledge and deliver on behalf of the Trustees a deed conveying the marsh situated in the limits of the proposed City Park in such form and in such terms as he may see fit such deed to be approved by the Chairman, W. L. Ross.

The foregoing is a true and exact copy from the record book of the Trustees of the Eliot School. John M. Ordway Secty.
May 4th 1878

July 18 1878 at 10.57 o'clock A.M.
Received Entered and Examined
Attest Thos F. Temple Reg.

Weld et al
— to —
City of
Boston —

Bil. 1428
Fol. 165.

Know all Men by these Presents,
That I Samuel Weld of Boston in the County of Suffolk and Commonwealth of Mass. both in my own right and as sole Trustee under an Indenture between Ephes Sargent and Elizabeth W. Sargent, his wife, of the first part and myself of the second part dated Oct. 13th 1871 and recorded with Suffolk deeds Libro 1078 folio 161 by virtue and in execution of the power possessed by me under said Indenture and of the written direction and request of said Elizabeth W. Sargent herein contained and of every other power me hereto enabling and also me Clifford B. Weld of Northfield in the County of Franklin and said Commonwealth and the said Ephes Sargent and Elizabeth W. Sargent of said Boston in consideration of $2296.60 to us paid by the City of Boston, the receipt whereof is hereby acknowledged do hereby give grant bargain sell and convey to the said City of Boston and its successors and assigns forever for the purpose of a Public Park a certain parcel of land situated in that part of said Boston formerly Roxbury & bounded north by other land of ours by a concave curved line forming the outside limit or boundary of the proposed Public

Park on the Back Bay so called and drawn with a radius of 350 feet 201.01 feet northeast by land of a person or persons unknown 67.98 feet: north by the same 31.62 feet; East by land formerly of the B. W. P. Co. on Muddy River on two lines 1.78 feet and 105.04 feet respectively: southwest ~~the~~ 34.21 feet: south east 139.63 feet and south west again 199.22 feet all on other land formerly of said B. W. P. Co. Containing 32966 square feet more or less Said parcel is shown on a plan made by Fuller and Whitney Civil Engineers and Surveyors dated June 7th 1878 and to be recorded herewith The described premises are part of a parcel of land which was conveyed Luke Scott and Sarah Chamberlain to Samuel Weld by deed dated Jan. 19 1795 and recorded with Norfolk deeds libro 3 folio 79 Samuel Weld last mentioned died seized thereof and intestate in the year 1826 and his whole estate descended to his only child and heir at law Samuel W. Weld. Said Samuel W. Weld died intestate in the year 1829 and his estate descended to his three children, said Samuel Weld, one of the grantors herein, said Elizabeth W. Sargent, who was then unmarried, and George Weld, now deceased, subject to the right of dower of Nancy Weld widow of said Samuel W. Weld who is also

now deceased Said George Weld died intestate Dec 21 1855 a resident of Northboro in the County of Worcester and his estate descended to his only child and heir at law the said Clifford B Weld subject to the right of dower of Mary E. B. Weld widow of said George. Said Mary E. B. Weld afterward married Paul Willard and is now again a widow. The covenants hereinafter contained are made severally and not jointly and shall be held to apply as follows on the part of Samuel Weld first named herein to the undivided third part of the described premises owned by him in his own right on the part of said Chas Sargent & Elizabeth W. Sargent to the undivided third part of said premises held by said Samuel Weld, as trustee under under said Indenture and on the part of said Clifford B. Weld to the undivided third part of said premises owned by him and to comply with the ~~stg~~ requirements of said Indenture & the said Elizabeth W. Sargent do hereby request and direct the said Samuel Weld Trustee as aforesaid to make this conveyance to the City of Boston. And for the above named consideration we do hereby for ourselves and our respective heirs, executors, administrators,

and assigns severally covenant and agree with the said City of Boston that we will not and they shall not make or have any claim or demand against said City for damages costs expenses or compensations for or on account of or in any way growing out of the locating and laying out of the above described parcel of land as part of a Public Park and out of the grading said Park to such grade not exceeding on the outside limit or boundary thereof 20 feet above mean low water mark as said City shall determine if said City shall so locate and lay out and grade the said Park. And for the above named consideration we do also hereby give and grant unto the said City the right to slope or bank the filling where required for grading said Park to the grade which may be determined and established as aforesaid upon our land adjoining said Park and we do also for ourselves and our respective heirs, executors administrators, and assigns hereby severally covenant and agree with the said City of Boston that we will not and they shall not make or have any claim against said City for damages, by reason of its omission to build or maintain a retaining wall or bulkhead to support such filling and further that we will not and they shall not remove or permit to be removed by any

person other than the officers or agents of said City any portion of the filling placed or sloped upon our land adjoining said Park in grading the same as aforesaid, until a retaining wall or bulkhead to support said filling shall be built upon the line of our land adjoining said Park.

To Have and to Hold the aforegranted premises to the said City of Boston its successors and assigns in fee simple forever.

And we, the said grantors, for ourselves and our heirs executors and administrators do covenant with the said City of Boston and its assigns ~~forever~~ that we are lawfully seized in fee of the aforegranted premises: that they are free from all incumbrances: that we have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid: and that we will and our heirs executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever, against the lawful claims and demands of all persons. And for the consideration aforesaid I Mary E. R. Willard formerly Mary E. R. Weld widow of George Weld deceased do hereby release unto the said City of Boston and its successors and

assigns all right of dower and of homestead exemption in the granted premises.

In Witness Whereof we the said Samuel Weld Samuel Weld Trustee as aforesaid Ethes Sargent Elizabeth W. Sargent Clifford R. Weld & Mary E. L. Willard, the said Samuel Weld and Clifford R. Weld both being unmarried have hereunto set ~~their~~ our hands and seals this 29th day of July 1878 Saml Weld Saml Weld Trustee Ethes Sargent Elizabeth W. Sargent Clifford R Weld Mary E. L. Willard and each a seal Signed sealed and delivered in presence of the word "exemption" written over an erasure and the words "Samuel Weld Trustee as aforesaid" interlined before signing Andreas Blume to S.W. Maria M Whitcomb witness E. S. and E.W.S. J. F. Brewster witness to C. L. Weld and M. E. L. Willard Commonwealth of Mass. Suffolk ss. Aug 2d 1878 Then personally appeared the above named Samuel Weld and acknowledged the foregoing instrument to be his free act and deed. before me Andreas Blume Justice of the Peace — August 6 1878 at 1.40 o'clock P.M. Received Entered and Examined

Attest Thos. F. Temple Reg.

Roberts
— to —
City of
Boston

Lib. 1441
Fol. 309.

Know All Men by these Presents
That I William Roberts of Waltham
in the County of Middlesex and State of
Mass. in consideration of $225.00 to me
paid by the City of Boston the receipt of
which is hereby acknowledged do hereby
remise release and forever quitclaim unto
the said City of Boston and its assigns
forever for the purposes of a Public Park
All that parcel of land or flats in said
Boston bounded: southerly on my other
land lying between the premises hereby
granted and the northwesterly line of Parker
St. 71.99 feet: southeasterly on land now or
formerly of the B. W. P. Co. 32.7.60 feet: northe-
erly on land formerly of Wyman supposed
to be now or lately of Alex. S. Porter 165.30 feet:
Easterly on the same land 37 feet: northeasterly
in part on the same land and in part on
land or flats now or formerly of heirs of Peleg
Heath (the said boundary being in part
by the middle line of a creek) by four lines
44.30 feet, ~~94.30 feet~~ 25.26 feet 32.91 feet & 32.1 ft.
Easterly on the land or flats now or formerly of
said heirs of Heath. by two lines 22.13 feet
and 94.30 feet: northwesterly on land or
flats of the B. W. P. Co. 21.22 feet & 8.57 feet.:
the said two lines being the line of low water

as shown on the plan hereinafter mentioned westerly on land or flats now or lately of Simmons and Blake Trustees by two lines 82.68 feet & 8.21 feet: southwesterly on my other land or flats by a line which is the segment of a circle of 650 feet radius 106.45 feet and then still southwesterly but more westerly by a line which is the segment of a circle of 136 feet radius 109.96 feet: then northerly on my other land 339.77 feet to the boundary line first described. Containing 49906 square feet. The said premises are shown on a plan made by Fuller & Whitney dated April 27-1878 herewith to be recorded to which plan reference is to be had for a better understanding of the boundaries aforesaid.

But no right of way over my adjoining land is hereby granted nor is any way of necessity over my adjoining land to be claimed as appurtenant to the premises hereby granted. And for the above consideration I do for myself and my heirs, executors, ~~and~~ administrators, and assigns covenant and agree with the said City of Boston that I will not and they shall not make or have any claim or demand against said City for damages, costs, expences or compensation for, on account of or in any way growing out of

the locating and laying out of said parcel of land as part of a public Park and establishing the grade of said Park at a grade not exceeding on the outside limit or boundary thereof 20 feet above mean low water mark: if said City shall so locate and lay out and grade said Park; but this conveyance is made upon the stipulation and agreement to which said City shall be held to assent by accepting this deed that said City shall determine and establish the grade of the outside limit or boundary of said Park before any permanent building or structure shall be erected on the line of my land adjoining the same And for the above named consideration I do also hereby give & grant unto the said City of Boston the right to slope or bank the filling where required for grading said Park to the grade to be established as aforesaid upon my land adjoining said Park and do also hereby for myself and my heirs, executors, administrators and assigns covenant and agree with the said City of Boston that I will not and they shall not make or have any claim against said City for damages by reason of its omission to build or maintain a retaining wall or bulkhead to support the said filling and further

that I will not and they shall not remove or permit to be removed by any person or party other than said City any portion of the filling placed or deposited upon my land adjoining said Park in grading the same as aforesaid until a retaining wall or bulkhead to support said filling shall be built upon the line of said adjoining land. To Have and to hold the above released premises with all the privileges and appurtenances to the same belonging to the said City of Boston and its assigns to its and their own use and behoof forever in fee simple. And I the said William Roberts for myself and my heirs executors and administrators do covenant with the said City of Boston and its assigns that the premises are free from all incumbrances made or suffered by me. And that I will and my heirs executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by through or under me but against none other.

In Witness Whereof I the said William Roberts being unmarried have hereunto set my hand and seal this 5th day of Dec.

1878 William Roberts and a seal
Executed and delivered in presence of
Arnold A. Rand Commonwealth of Mass
Suffolk ss. Dec 5th 1878 then personally
appeared the above named William Roberts
and acknowledged the foregoing instrument
to be his free act and deed before me
Arnold A. Rand Justice of Peace —
Dec 5 1878 at 12 33 o'clock P. M.
Rec'd. Entd. & Exam'd.
Attest Thos F. Temple Reg.

Shimmin
Gd'n.
— to —
City of
Boston

Dil. 1443
Fol. 196

Know All Men by these Presents.
That whereas I, Charles F. Shimmin, of Boston, in the ~~County of~~ Commonwealth of Mass. as Guardian of John P. Shimmin an insane person by virtue of a license granted to me on the 31st day of Dec. 1877 by the Probate Court for the County of Suffolk in said Commonwealth sold the real estate of the said ward hereinafter described at public auction on the fifth day of Dec. 1878 to the said City of Boston for the sum of $4125.30 which amount was bid by the said City of Boston and was the highest bid made therefor at said auction

Now therefore, in consideration of the said sum of $4125.30 to me paid by the said City of Boston the receipt whereof is hereby acknowledged I do as Guardian as aforesaid and by virtue of the aforesaid license hereby grant bargain sell and convey unto the said City of Boston a portion of a certain parcel of land situated in that part of said Boston formerly Roxbury, in the County of Norfolk containing by estimation one and three quarters acres and bounded Easterly on a creek from the Island Bridge (now or formerly so called) to the Bay Southerly on land now or formerly of Deacon David Weld Westerly by land formerly

of William Heath and Northerly by land now or formerly of the aforesaid Wild viz:- That portion of the above described parcel which falls within the boundary lines of a land proposed Park to be located and laid out by said City of Boston said portion being bounded and described as follows namely; beginning on the Westerly boundary line at its point of intersection with the Southerly line of a proposed street bounding said proposed Park and running Northerly by land of the B. W. P. Co. to a point; thence turning and running Easterly by said Company's land to the thread of the creek; thence turning and running in a Southerly by the said thread of the creek and by land of the Thompson heirs to land of said Company; thence turning and running Westerly by said Company's land to the Westerly line of the approach from Huntington Avenue and Brunstead Lane extended; thence turning and running Northerly and North Westerly by the curved line of said approach and of said proposed street as shown by the red lines on a plan numbered 7 being a modification of plan number 4 drawn by Thomas Doane dated Oct. 22 1877 and deposited in the Office of the Board of Park Commissioners, to the

point of beginning and estimated to contain 84115 square feet more or less together with the right to slope or bank upon the remaining land of said ward the filling required to grade said portion to a grade not exceeding 20 feet above mean low water mark Said parcel is accurately shown upon a plan made by Fuller and Whitney Civil Engineers dated June 8. 1878. and to be recorded herewith. And I do hereby as Guardian as aforesaid covenant and agree with the said City of Boston not to make or have any claim or demand against said City for damages by reason of the taking and laying out of the described premises as part of a Public Park if said City shall so take and lay out the same or by reason of grading said Park to a grade not exceeding the grade aforesaid. To Have and to Hold the granted premises with all the privileges and appurtenances thereto belonging to the said City of Boston and its successors and assigns to their own use and behoof forever And I hereby covenant with the grantee its successors and assigns that I am the duly appointed and legal guardian of the said Minor: that the license aforesaid was granted by a court of competent jurisdiction:

that I gave a bond to account for and dispose of the proceeds of said sale according to law which bond was approved by the judge of said Probate Court, that the notice of the time and place of said sale was given according to the order of said Court and that the said premises were sold accordingly at public auction as above set forth.
In witness whereof I hereto set my hand and seal this fifth day of Dec. 1878
Chas. F. Shimmin Guardian for John F. Shimmin and a seal. Signed and sealed in presence of (Eight printed words first cancelled; the word "ward" substituted for "minor" erased and the written word "said" erased before execution) Wm. G. Williamson
Commonwealth of Mass Suffolk ss.
Dec 18 1878. Then personally appeared the above named Chas F. Shimmin Guardian and acknowledged the foregoing instrument to be his free act and deed before me. Wm. G. Williamson Justice of the Peace
Approved
James E. Barrett Assistant City Solicitor —
Dec 19 1878 at 12.28 o'clock P.M.
Received Entered and Examined
Attest Thos F. Temple Reg.

Know all Men by these presents That the Boston Water Power Company a corporation duly established under the laws of the Commonwealth of Massachusetts in consideration of one dollar and other valuable consideration to it paid by the City of Boston, the receipt whereof is hereby acknowledged, doth hereby remise release and forever quit claim unto said city of Boston to be used for the purpose of streets, four parcels of land situated on the Back Bay in said City marked respectively A, B, C, and D, on a plan made in the City Surveyor's office, Boston dated March 8 1880 and to be recorded herewith, bounded and described as follows:— The first of said parcels marked A on said plan north by Beacon Street fifty-two and seventy-two one hundredths (52 72/100) feet, east by land of Wright Foster et al Trustees as shown on said plan, three hundred thirty and seventy-three one hundredths (330 73/100) feet, south by Commonwealth avenue extended as shown on said plan fifty (50) feet, and west by the Beacon entrance to the Back Bay Park so called, three hundred fourteen and one one hundredths (314 1/100) feet, containing sixteen thousand one hundred and eighteen (16118) square feet. The second of said parcels marked B on said plan as bounded north by said Commonwealth avenue extended as shown on said plan fifty (50) feet, west by land of said Wright Foster et al Trustees as shown on said plan three hundred and forty-two and seven one hundredths (342 7/100) feet, south by

location of the Boston and Albany Railroad Company fifty and one hundredths (50 1/100) feet, and northerly by Braeburn Avenue, so called, by a line bearing north forty and eighty one hundredths (340 81/100) feet containing seventeen thousand and seventy four 17,074 square feet. The third parcel marked C on said plan is bounded north by Commonwealth Avenue extended, as shown on said plan, fifty (50) feet east by said Braeburn Entrance to said Back Bay Park three hundred thirty three and twenty-eight (333 28/100) feet south by the location of the Boston and Albany Railroad Company fifty and one one hundredths (50 1/100) feet west by land of said Dwight Foster et al Trustees as shown on said plan three hundred thirty two and two one hundredths (332 2/100) feet containing sixteen thousand six hundred thirty two (16,632) square feet. The fourth of said parcels marked D on said plan is bounded north by said Braeburn Avenue fifty two and seventy two one hundredths (52 72/100) feet east by the said Braeburn Entrance to said Back Bay Park two hundred thirteen and seventy one hundredths (213 70/100) feet south by said Commonwealth Avenue extended as shown on said plan fifty (50) feet west by land of Dwight Foster et al Trustees as shown on said plan one hundred ninety six and ninety-eight one hundredths (196 98/100) feet containing ten thousand two [illegible] one [illegible] (10267) square feet.

And for the consideration aforesaid, the said Boston Water Power Company doth hereby remise, release,

forever quit claim unto the said City of Boston the right to slope or bank the filling where required for grading the third and fourth of said described parcels being lots C and D on said plan to a grade not exceeding thirty five (35) feet above mean low water mark at the said location of the Boston and Albany Railroad Company and thence sloping to Beacon street in a manner satisfactory to the City Authorities upon the land of said Dwight Foster et al Trustees abutting on the described premises and doth further remise, release and forever quit claim unto the City of Boston the right to slope or bank the filling where required for grading the two parcels marked land on said plan to a grade not exceeding thirty feet above mean low water mark at the said location of the Boston and Albany Railroad and thence sloping to Beacon Street in a manner satisfactory to the City Authorities, and doth for itself its successors and assigns, covenant and agree with said City of Boston that it will not and shall not make, or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling, and further that it will not and they shall not remove a permit to be removed by any person other than the officers or agents of said City any portion of the filling placed or to be placed upon the lands of Dwight Foster et al, Trustees, abutting on the described premises in grading the same as aforesaid, unless a retaining wall or bulkhead to support such filling shall be built upon the li

CITY OF BOSTON.

# THE ORDINANCE RELATIVE TO RESTRICTIONS ON PARK FRONTAGES IN THE CITY OF BOSTON.

## (BEING SECTIONS 18, 19, 20, 21 OF CHAPTER 41, REVISED ORDINANCES, BOSTON, 1947, AS AMENDED.)

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CHAPTER 5 OF THE ORDINANCES OF 1922, AMENDED BY CHAPTERS 2, 8 AND 12 OF THE ORDINANCES OF 1923, CHAPTERS 5, 6 AND 8 OF THE ORDINANCES OF 1924, CHAPTER 3 OF THE ORDINANCES OF 1939, CHAPTER 1 OF THE ORDINANCES OF 1941, CHAPTER 13 OF THE ORDINANCES OF 1945 AND CHAPTERS 1 AND 2 OF THE ORDINANCES OF 1949.

SECT. 18. No building or structure or any part thereof hereafter erected or altered on land which abuts on and has an entrance into and is within a distance of one hundred feet from the following parkways: The Fens (excepting Charlesgate East and Charlesgate West from a point one hundred feet north from their intersection with Commonwealth avenue to Charles river); Riverway, including Audubon road, from Brookline avenue to Beacon street; Commonwealth avenue, from Arlington street to a line drawn parallel to and one hundred and thirty feet west of Charlesgate West, and from a line parallel to and one hundred thirty-five feet south of the southerly line of Mount Hood road, as extended across Commonwealth avenue, to the Newton line; Jamaicaway; Olmsted Park; Arborway; Columbia road on the southerly side from Sumner street to Dorchester avenue, and from Buttonwood street to Marine Park, and on the northerly side from Boston street to Dorchester avenue, and from Buttonwood street to Marine Park, South Boston, shall be used for a livery

Use of buildings.

jecting not more than eight feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay window, corner bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

CITY OF BOSTON PRINTING DEPARTMENT

# NINTH ANNUAL REPORT

OF THE

# BOARD OF COMMISSIONERS OF THE DEPARTMENT OF PARKS,

FOR THE

# CITY OF BOSTON,

FOR THE YEAR 1883.

BOSTON:
ROCKWELL AND CHURCHILL, CITY PRINTERS,
No. 39 ARCH STREET.
1884.

do grant & convey unto said City of Boston
the right to enter into, construct, maintain
and from time to time to repair or remove a dam
the waters of Stony Brook, so-called, in and over a
parcel of land situated in said Boston, and
bounded etc

Suff. Deeds Lib. 1507 fol. 10

Lib 1508 - 56

50 ft Sts. at Beacon Cut.

Back Bay Park

of the land of said Joseph Foster et al. Trustee
abutting on the described premises. The City of Boston
by accepting this release, assumes and agrees to pay
and a proportional part of the taxes to be assessed
of the Forte Pottinger's [illegible] on the large tract of
which the described premises [illegible] as betterments
of the released premises have [illegible] such
[illegible] tract; but the acceptance of this re-
lease shall in no way effect the right to enforce the
payment of the taxes and betterments assessed as
aforesaid. To have and to hold the released premises
with all the privileges and appurtenances thereto be-
longing to the said City of Boston and its successors
and assigns to its and their own use and behoof for-
ever to be used as aforesaid. In witness whereof the
said Boston Water Power Company has caused its
corporate seal to be hereunto affixed and these presents
to be signed, acknowledged and delivered in its corpo-
rate name and behalf by Jarvis Brown its President
and William B. Brown its Treasurer thereto duly autho-
rized this first day of June in the year one thousand
one hundred and eighty. Boston Water Power Company
by Jarvis D. Brown President. William B. Brown Treas.
and the corporate seal signed and delivered in the
presence of S. R. Leverett. Commonwealth of Massachusetts
Suffolk ss Boston Aug. 5. 1880 Then personally appeared
the above named Jarvis D. Brown and William B. Brown
and acknowledged the foregoing instrument to be their fre

and deed of the Boston Water Power Company. Before me
Sw V. Leverett Justice of the Peace. Upfound Chas. Franklin
Day. City Conveyancer. —
At a meeting of the Board of Directors of the Boston
Water Power Company duly called and held at Boston
June 5, 1890. It appearing for consideration, the fol-
lowing deed of release from the Boston Water Power Com-
pany to the City of Boston of four parcels of land for
the purposes of streets and rights in tidewater flowing for
the same, situated on the Back Bay in said Boston,
being parcels marked A, B, C, D on a plan made in the
City Engineer's office, dated March 5, 1890 & recorded
with the said release, having legally been read and
considered it was Voted — That James E. Bradley the
President and William R. Brown the Treasurer of this
corporation be and they hereby are authorized and direc-
ted to affix the common seal of the corporation, to said
deed of release and to execute, acknowledge, and deliver the
same as the free act and deed of the corporation
A true copy from the records. Attest W. R. Brown Clerk
November 6th 1890 At two o'clock and forty minutes
the Records entered and examined.
Attest Thos. F. Temple Reg.